

# EXHIBIT B

**First Data.**

June 20, 2018

Shawn Shearer  
3839 McKinney Ave.  
Suite 155-254  
Dallas, TX 75204

**Re: First Data Corporation Severance Plan for U.S. Employees**

Dear Mr. Shearer:

I am in receipt of your correspondence dated April 27, 2018, requesting severance pay for Julie Kelly under the First Data Corporation Severance Plan for U.S. Employees (Severance Plan). After reviewing your client's claim that she was forced to resign due to alleged changes to the terms and conditions of her employment, I am denying your client's claim for 20 weeks of severance pay because she is not eligible for severance under the Severance Plan.

Ms. Kelly's claim is denied because the circumstances surrounding Ms. Kelly's departure from First Data are non-eligible termination reasons under Section 7 of the Severance Plan. In order to be eligible for severance under the Severance Plan, your client must have an eligible termination reason. The Severance Plan provides that terminations resulting from a "voluntary resignation" or a "constructive termination" are non-eligible termination reasons. Here, your client sent an email to Robin Ording on November 14, 2017, advising that she had made the decision to "part ways" with First Data. This email proves that your client voluntarily resigned from her employment. There is no evidence to suggest that First Data terminated Ms. Kelly's employment.

Additionally, even if the Company accepts as true the claim that your client was forced to resign (which is denied), a constructive termination is also a non-eligible termination reason under Section 7 the Severance Plan. First Data adamantly denies that it changed the terms of Ms. Kelly's employment, that it did not keep its promises with respect to her compensation, or that it unfairly delegated work to Ms. Kelly. First Data further denies that it eliminated Ms. Kelly's position. There is simply no evidence to support the conclusion that your client was "forced to resign."

Finally, the Company also questions why Ms. Kelly is now presenting different reasons in support of her claim for severance. As you likely know, Ms. Kelly requested severance in November 2017. In her initial request, Ms. Kelly did not say that she was resigning because of unmet promises of compensation or that she was being asked to do "officer" type duties. Instead, she expressed her frustration with having to commute into a First Data office. It is interesting that Ms. Kelly is now raising new arguments in support

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of her claim for severance, when she previously understood that she was ineligible for severance.

If your client disagrees with the decision to deny her claim for severance pay, she may appeal this denial by filing a written appeal to the First Data Benefits Committee within 60 days after your receipt of this denial letter. The written appeal can be sent via email to [Stephanie.Pulverenti@firstdata.com](mailto:Stephanie.Pulverenti@firstdata.com). During the 60-day period, Ms. Kelly may have reasonable access to pertinent documents and may submit written comments and supporting documents, records and other materials to the BC. The BC will review the appeal and notify you (as her legal representative) by mail of its final decision no later than 60 days (or 120 days in special circumstances) after the BC receives the written appeal.

Sincerely,

A handwritten signature in black ink that reads "Anthony S. Marino". The signature is written in a cursive, flowing style.

Anthony S. Marino  
Executive Vice President and  
Head of Human Resources